

GENERAL TERMS AND CONDITIONS

**FOR THE PURCHASE OF GOODS
AND SERVICES**

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CLAUSE 1

Definitions

Acceptance Criteria:

The objective standards and specifications by which EPNL will assess and approve the Supplier's performance and service deliverables.

Agreement:

The written agreement (also purchase orders) between EPNL and the Supplier that specifies the Goods or performance obligations and measurable key performance indicators (KPI's) applicable to the Services rendered, governed by these General Terms and Conditions;

Cyber security:

The set of technical, organizational, and procedural measures designed to protect the Digital Environments of both the Supplier and EPNL from Cyber Security Incidents. Cyber Security aims to ensure the confidentiality, integrity, and availability of systems, networks, and data, particularly those relevant to or owned by EPNL.

EPNL:

EP NL B.V., a limited liability company registered at the chamber of Commerce (KvK) with number 70521530, any of its subsidiary companies, affiliates and to any of the companies in which EPNL holds a participating interest;

General Terms and Conditions:

These General Terms and Conditions for the Purchase of Goods and Services by EPNL.

Goods:

Physical products, including any associated services, where applicable.

Know Your Customer (KYC):

A process through which EPNL may request necessary information from the Supplier to verify its identity and compliance with applicable regulations.

Milestone:

A predefined, significant event or deliverable within the service engagement that must be completed by the Supplier at an agreed-upon date or stage.

Services:

Any professional, consultancy, technical, or other work performed by the Supplier for EPNL (cross-reference Annex A)

Services:

Any professional or technical work, consultancy, maintenance, support, or other obligations performed by the Supplier for the benefit of EPNL, whether delivered on a recurring, one-time, or project basis, and regardless of whether tangible deliverables result therefrom.

Service Deliverables:

Any work product, report, documentation, or results derived from the provision of Services by the Supplier.

Supplier:

The party making an offer to EPNL or entering into an Agreement with EPNL

CLAUSE 2

Scope

- 2.1 These General Terms and Conditions apply to all purchase agreements, including both Goods and Services, unless otherwise explicitly stated.
- 2.2 The applicability of the Supplier's general terms and conditions, or any other terms and conditions used by the Supplier, is expressly rejected unless explicitly accepted in writing by EPNL.
- 2.3 Any deviations from these General Terms and Conditions shall be valid only if agreed in writing between EPNL and the Supplier.
- 2.4 The nullity of certain provisions included in these General Terms and Conditions will not affect the validity of the other provisions. In case a certain provision of the Agreement or these General Terms and Conditions is considered void or annul, the remaining provisions will remain in force and Supplier and EPNL will consult in order to replace the void or annulled provision according to the scope and purpose of the void or annulled provision.
- 2.5 Postponement or delay in exercise of any right, unless explicitly specified otherwise, shall not detract from any contractual right, nor will this limit any rights under this agreement.
- 2.6 EPNL has the right to ask the Supplier to complete a 'Know Your Customer' questionnaire. The Supplier is obliged to complete this questionnaire truthfully and to share the necessary information with EPNL within the indicated period.
- 2.7 These General Terms and Conditions can be downloaded from the website of EPNL and are available for inspection at the offices of EPNL. EPNL shall provide a copy of these GTC on request at no cost.

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CLAUSE 2

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CLAUSE 3

Service performance and delivery

- 3.1 The Supplier shall render the Services in accordance with professional diligence, the highest (industry) standards, and all applicable laws and regulations.
- 3.2 Services shall be performed in accordance with the agreed scope, specifications, and timelines set forth in the Agreement, or relevant purchase order.

3.3 The Supplier shall ensure that its personnel, subcontractors, and representatives involved in the provision of Services are adequately qualified, trained, and competent to perform the Services to EPNL's satisfaction.

3.4 The Supplier shall promptly notify EPNL in writing of any anticipated delays, deficiencies, or obstacles affecting the performance of Services and propose mitigation measures

CLAUSE 4

Quotations, Offers, Agreements

4.1 All price quotations and offers issued or made by the Supplier shall be irrevocable, and shall remain valid for thirty (30) days from the time of their receipt by EPNL, unless a specific request for a price quotation or offer states a different term.

4.2 If a price quotation or offer issued by the Supplier is followed by a written order from EPNL, the Agreement shall be deemed to have been concluded with EPNL's dispatch of the written order to the Supplier.

4.3 The Supplier shall confirm the order in writing whenever EPNL so requests, in which case the Supplier shall be obliged to provide any such confirmation within fourteen (14) days.

4.4 Where orders are to be fulfilled under a master agreement, an Agreement shall be deemed to have been concluded whenever EPNL dispatches a relevant order for a (partial) delivery of Goods under and in accordance with the master agreement.

4.5 Any of the procedures described above may also be implemented using electronic messages (such as EDI or Email) or fax messages, and any such messages shall be regarded as written communications.

4.6 All plans, drawings, models, specifications, instructions, inspection requirements and the like provided or approved by EPNL for the performance of the Agreement, irrespective of their form and regardless of whether they were provided or approved before or after the Agreement was entered into, shall also constitute part of the Agreement.

CLAUSE 5

Prices

5.1 Prices shall be fixed and are expressed in Euros and excluding value added tax, unless otherwise agreed upon in writing between EPNL and the Supplier. The Supplier shall be liable for all taxes and levies due in respect of the Goods supplied with the exception of value added tax.

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5.2 Prices shall include all costs relating to the Supplier's performance of its obligations, including the costs of transport, clearing, insurance and packaging (except for any loan packaging), any subcontractors, travel- and hotel expenses.

CLAUSE 6

Delivery

6.1 In this Clause, the term 'delivery' shall be understood to include partial deliveries. Partial deliveries shall be permitted only if expressly authorised by EPNL in writing.

6.2 Delivery shall take place at the agreed time and place, DDP (Incoterms 2020). For services, delivery is defined by milestones or deadlines specified in the Agreement. The Supplier shall be in default immediately if it exceeds an agreed time for delivery.

6.3 If any of the Goods are not delivered within the agreed time for delivery in conformity with the Agreement and at the agreed place, the Supplier shall be liable to pay to EPNL, without any prior warning or notice being required, 1% of the total value of the underlying purchase order for each calendar day until correct performance.

The Supplier shall pay the penalty to EPNL on first demand. Payment of the penalty shall be without prejudice to any other rights or remedies of EPNL, including the right to demand specific performance of the obligation to deliver the Goods in conformity with the Agreement and the right to claim damages to the extent that the actual loss or damage exceeds the amount of the penalty.

Any penalty due by the Supplier shall be deducted from the amounts payable by EPNL, regardless of whether the claim for payment has been assigned to any third party.

6.4 As soon as the Supplier becomes aware or suspects that it will be unable to meet the terms of the Agreement, the Supplier shall send written notice to EPNL without delay. Any such notice shall indicate why the Supplier cannot or may not be able to meet its obligations. The Supplier and EPNL shall thereafter discuss how further to proceed, it being understood that the final decision in this regard shall lie with EPNL, without prejudice to the rights of EPNL by law or under the Agreement.

6.5 Deliveries made by the Supplier shall be accompanied by all information required for proper use of the Goods and by all inspection, testing, examination and warranty certificates and documents that may be available.

6.6 No inspection, testing or examination of the Goods under the terms of Clause 16 shall be construed as constituting delivery, acceptance or any transfer of the risks of loss or damage.

6.7 If EPNL, excluding rejection of the delivery, for whatever reason, is not able to receive the Goods on the agreed upon date, EPNL will not be in default. Supplier shall store, protect and insure the Goods in agreement with EPNL. Supplier will provide this service based on a reasonable fee, to be agreed upon with EPNL.

CLAUSE 7

Quality and Warranties

7.1 The Supplier warrants that the Goods supplied conform to the agreed specifications and shall be new, free of defects, fit for their intended purpose and in compliance with all relevant legal and governmental requirements and with the safety and quality standards applicable within the industry and EPNL policies, unless otherwise agreed upon in writing between EPNL and the Supplier.

7.2 The supplier warrants that the Services shall be performed in a professional, diligent and workmanlike manner, free from defects, errors, and material deviations from the agreed specifications for a period specified in the Agreement.

7.3 If defects or shortcomings of the Services are discovered within the warranty period, the Supplier shall, at its own expense, rectify the shortcomings and ensure compliance with the original specifications.

7.4 The Supplier's warranty that the Goods shall be valid for at least one (1) year. Expiry of the warranty term shall not, however, prejudice any of the rights conferred on EPNL by law or under the Agreement. While effective, the agreed warranty shall involve at least an obligation for the Supplier to remedy any shortcoming by repair or replacement reported by EPNL to the Supplier in writing within the warranty period, and to do so as soon as possible and at the Supplier's own expense (including any associated costs). As regards any modified, replaced or repaired Goods or parts supplied under the terms of this warranty, the full warranty period shall revive.

7.5 No approval and/or acceptance by EPNL of any drawings, specifications, diagrams or other information shall detract from the Supplier's responsibility to ensure that the Goods are in conformity with the Agreement.

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CLAUSE 8

Acceptance of Services

- 8.1** Upon completion of Services or any defined Milestone, the Supplier shall submit relevant Service Deliverables to EPNL for review and acceptance.
- 8.2** EPNL shall have a reasonable period of [X] business days to inspect and evaluate the Service Deliverables and performance against the agreed Acceptance Criteria.
- 8.3** If the Services or Deliverables do not meet the agreed standards, EPNL shall issue a written notice to the Supplier detailing the shortcomings and setting a reasonable cure period.
- 8.4** The Supplier shall, at its sole cost, correct any defects or non-conformities identified by EPNL within the agreed-upon compliance time.
- 8.5** Failure to remedy shortcomings within the cure period may result in EPNL exercising its right to reject the Services, withhold payment, or terminate the Agreement.

CLAUSE 9

Key Performance Indicators (KPIs) of Services

- 9.1** Where Services are applicable, the Supplier and EPNL shall enter into an Agreement defining:
- Minimum performance standards, KPIs, and reporting obligations.
 - Response times for issue resolution, maintenance, or support services.
 - Remedies and penalties applicable for failure to meet performance obligations.
- 9.2** Persistent failure to meet the requirements shall entitle EPNL to apply penalties, demand service credits, or terminate the Agreement.

CLAUSE 10

Environment, Safety & Health

- 10.1** When issuing an offer or quotation, the Supplier undertakes to provide the fullest possible information on any adverse environmental aspects of the Goods, either on its own initiative or at EPNL's first request, prior to the placing of order. The requisite information is not limited in any regard and shall include data on raw materials, the product, packaging and potential polluting aspects at the end of the economic life of the Goods.

- 10.2** The Supplier and its employees and sub-suppliers shall duly observe all applicable safety, health and environmental rules in connection with the Agreement and the Goods. The same applies to any company rules and regulations adopted by EPNL in the fields of safety, health and the environment.

- 10.3** The Supplier shall be liable for any damage caused by or in connection with any non-compliance with the provisions of Clauses 10.1 and 10.2.

- 10.4** The Supplier is aware of the fact that EPNL intends to purchase products from suppliers who guarantee high quality and efficiency levels.

CLAUSE 11

Packaging and Dispatch

- 11.1** All Goods that are not subject to specific packaging or dispatch requirements shall be packaged properly, in accordance with industrial practices, in a manner suitable for transport and storage or transshipment. All Goods that are subject to specific packaging or dispatch requirements shall be packaged in accordance with such requirements.

- 11.2** All packaging shall be marked in accordance with EPNL's instructions, showing at the very least EPNL's order number, the product name, the factory article code, the quantity and the name of EPNL's contact. All packaging, except for loan packaging marked as such by the Supplier, shall become the property of EPNL at the moment of delivery. EPNL may, however, waive its right to ownership and oblige the Supplier to take back the packaging.

- 11.3** Loan packaging and packaging of which EPNL declines to accept ownership shall be returned at the Supplier's risk and expense to a destination reported by the Supplier. Should the Supplier fail to report such a destination, EPNL shall have the right to return the packaging to the Supplier's address at Supplier's cost.

- 11.3** The Supplier shall be liable for any loss or damage resulting from or associated with any delivery of Goods not packaged in accordance with the provisions of Clause 11.1.

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CLAUSE 12

Ownership and Risk of Loss or Damage

- 12.1** Subject to the provisions of Clause 16.6, ownership and the risk of loss or damage to the Goods to be delivered shall pass to EPNL at the moment of delivery (i.e. as soon as the Goods are accepted by EPNL at the agreed place of delivery).
- 12.2** Contrary to Clause 12.1, ownership of any Goods to be delivered shall pass to EPNL at the moment that any full or partial payment is made in respect of those Goods or when EPNL requests a transfer of ownership prior to their physical delivery. The Supplier shall take any required or requested action to effect the transfer of ownership, and the Supplier shall identify the Goods in question as property belonging to EPNL and shall indemnify and hold EPNL harmless from and against any loss, damage or the performance of rights asserted by any third party. Between the transfer of ownership and the moment of physical delivery, the risk of loss or damage to the Goods shall remain with the Supplier. The Supplier shall be obliged to insure the Goods referred to in the previous sentence against all risks and at its own expense.
- 12.3** Before making any payment for the Goods, EPNL may require the Supplier to provide an unconditional and irrevocable bank guarantee, to be issued at the Supplier's expense by a bank acceptable to EPNL, as security for the performance of the Supplier's obligations in lieu of or in addition to the transfer of ownership.

CLAUSE 13

Changes

- 13.1** EPNL may require the Supplier to make changes in the nature and quantity of the Goods to be delivered, provided that such changes are fair and reasonable. Changes shall not be considered fair and reasonable if it may reasonably be assumed that the Supplier would not have entered into the Agreement had the Supplier known the nature of the changes beforehand. EPNL shall specify any required changes to the Supplier in writing.
- 13.2** Within fourteen (14) calendar days of EPNL having sent a specification of changes as referred to in Clause 13.1, the Supplier shall notify EPNL of the ensuing price and delivery implications. EPNL shall have the right to dissolve ('ontbinden') the Agreement if the price and term of delivery are not acceptable to EPNL. EPNL shall not make unreasonable use of its right to dissolve the Agreement. In the event of dissolution of the Agreement, EPNL shall reimburse the Supplier for all reasonable costs incurred up to that point in time in direct relation to the dissolved Agreement.

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CLAUSE 14

Resources

- 14.1** All materials, personal safety and other equipment and tools, drawings, models, instructions, specifications, computer software, tools and other resources that serve to support the Goods in any way whatsoever and that have either been provided to the Supplier by EPNL or have been purchased or made by the Supplier at EPNL's expense shall remain or become the property of EPNL at the moment of purchase or construction. All resources shall be of suitable quality.
- 14.2** As long as the Supplier holds the resources referred to in Clause 14.1 for EPNL, the Supplier shall be obliged to identify them as the property of EPNL, to keep them in a good state of repair and to insure them at its own expense against all risks. Moreover, the Supplier shall do everything within its power to enforce all of EPNL's rights in the resources and shall inform EPNL forthwith of anything that may be relevant to EPNL in connection with the resources and the enforcement of EPNL's rights therein. The risk of loss or damage to the resources shall be for the Supplier from the time that they are supplied to the Supplier.
- 14.3** The use of such resources shall be entirely at the Supplier's risk.
- 14.4** The Supplier shall hand over the resources to EPNL upon the latter's first request, but no later than the moment of delivery of the Goods to which the resources relate.
- 14.5** The Supplier shall only be entitled to use the resources for the purposes of and in connection with the supply of Goods to EPNL, except where EPNL consents to any other use in writing.
- 14.6** Changes to or deviations from the resources provided or approved by EPNL shall only be permitted with EPNL's prior written approval.
- 14.7** The Supplier shall be under an obligation to notify EPNL if it is aware, or should reasonably be aware, of the fact that the materials and/or processes provided by or on behalf of EPNL are unsuitable or flawed.

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CLAUSE 15

Invoicing and Payment

- 15.1** For each separate delivery, an invoice bearing the relevant order number shall be sent, either together with the Goods supplied or promptly after they are delivered, to the invoice address reported by EPNL. Unless agreed otherwise in writing, the invoices shall specify in full the quantities and types of Goods supplied and shall meet such other requirements as EPNL may make.
- 15.2** Payment shall be made within sixty (60) calendar days of the receipt of the invoice (unless the Agreement stipulates a different payment term), provided that the Goods have been duly received by EPNL and EPNL has made no objection within the said term regarding the manner in which the Agreement has been performed. Payment shall in no way constitute any waiver of rights. However, for Services, payments may be linked to milestone completions as outlined in the Agreement.
- 15.3** EPNL may offset any outstanding payments against amounts due from the Supplier, including penalties under Clause 5.
- 15.4** The Supplier shall submit the invoice after the agreed completion date but no later than three (3) months following the completion of the work. Invoices received beyond this period may be rejected by EPNL unless otherwise agreed in writing.

CLAUSE 16

Inspection, Testing and Examinations, Goods that are not in conformity with the Agreement

- 16.1** EPNL may inspect, test and examine the Goods before, upon and following delivery. To this end, the Supplier shall grant EPNL or its authorized representatives access to the places where the Goods are manufactured or stored, and shall lend its full cooperation to the relevant inspection, testing or examination desired by EPNL. Cooperation in this regard shall also include the provision of all requisite documents and information, at the Supplier's expense.
- 16.2** The Supplier shall inform EPNL in a timely fashion of the times at which the Goods can be inspected, examined or tested; EPNL shall not be obliged, however, to have the relevant work carried out at the times specified by the Supplier.
- 16.3** The Supplier shall be entitled to attend the inspections, examinations and tests.
- 16.4** EPNL and the Supplier shall bear their own costs involved in any inspection, examination and testing.

16.5 Should any inspection, examination or testing before, upon or following delivery result in a full or partial rejection of any Goods, EPNL shall report this, or shall have this reported, to the Supplier in writing. If the Supplier is not already in default ('verzuim'), this report shall serve as a notice of default ('ingebrekestelling'), in which EPNL shall also give the Supplier the opportunity to still deliver Goods as ordered within a reasonable period of time. Should the Supplier fail to make use of this opportunity or fail to make proper delivery, EPNL shall have the right to dissolve the Agreement without further notice. EPNL shall also have this right to dissolve the Agreement if the nature or purpose of the Goods concerned renders a new delivery impossible or useless.

16.6 If any Goods are rejected upon or following delivery, EPNL shall be deemed not to have assumed ownership or the risk of loss or damage, which shall be deemed to have remained with the Supplier.

16.7 EPNL shall have the right to repair or replace Goods, or to have Goods repaired or replaced, at the Supplier's expense if EPNL may reasonably assume from consultations with the Supplier that the Supplier is unwilling or unable to arrange for proper and timely repair or replacement. In pressing circumstances, EPNL may take any such action without having consulted the Supplier.

16.8 EPNL may engage an independent body to inspect, examine and test the Goods, and the results shall be binding upon both EPNL and the Supplier.

16.9 In pressing circumstances, if it may reasonably be assumed that the Supplier is unwilling or unable to meet its obligations under the Agreement, EPNL shall be entitled to require the Supplier to contract one or more third parties to perform the Agreement in whole or in part at the Supplier's risk and expense. The Supplier shall not thereby be released from its contractual obligations. EPNL may also negotiate performance of the Agreement directly with one or more third parties of its choosing, at the Supplier's expense.

CLAUSE 17

Confidentiality and Data Protection

17.1 The Supplier agrees to treat as confidential any and all information directly or indirectly obtained from or with regard to EPNL to the extent that the Supplier knows said information to be confidential in nature or should reasonably be expected to recognize the confidential nature thereof.

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- 17.2** The Supplier shall have its sub-suppliers assume a similar obligation of confidentiality in writing or shall require any such party to sign the declaration of confidentiality provided by EPNL.
- 17.3** If the Supplier of Services processes personal data on behalf of EPNL, the Supplier shall comply with applicable data protection laws, including GDPR, and enter into a Data Processing Agreement with EPNL. The Supplier shall implement and maintain robust security measures to protect EPNL's data and infrastructure.
- 17.4** Without EPNL's prior written consent, the Supplier shall not make any public announcements as regards the performance of the Agreement or maintain any direct or indirect contact with any of EPNL's customers.
- 17.5** The Supplier shall not reproduce or allow any third party access to documents relating to the Agreement (including drawings, diagrams and so forth), except by written permission of EPNL.
- 17.6** Without EPNL's prior written consent, the Supplier shall not use any such Goods as have been developed jointly with EPNL for the benefit of any third party.
- 17.7** Upon termination of the Agreement, the Supplier shall promptly and at its own expense surrender to EPNL any and all documents and other information (if any) provided by EPNL to the Supplier or collected by or on behalf of employees or subcontractors of the Supplier in the performance of the Agreement.

CLAUSE 18

Intellectual Property

- 18.1** The Supplier warrants that the use, including the resale, by EPNL of any Goods supplied by the Supplier or any resources purchased or made by the Supplier on EPNL's behalf shall not constitute an infringement of any intellectual property rights or other rights held by any third party. Insofar as such Goods or resources are subject to any right of a third party, the Supplier shall ensure that EPNL is granted a right to use the said Goods or resources without thereby incurring any additional cost over and above the agreed purchase price. EPNL shall be entitled to negotiate the right to use such Goods or resources directly with the third party or parties concerned, at the Supplier's expense.
- 18.2** Should the use of any Goods or resources as referred to in Clause 18.1 prove or threaten to constitute an infringement of any right held by a third party, the Supplier shall be obliged either:
- to replace the relevant Goods or resources with equivalent goods that will not infringe on the rights of any third party; or
 - to obtain a right to use the Goods or resources in question; or
 - to alter the Goods or resources in question in such a way that their use ceases to be an infringement of any third party's rights; all of this
 - in consultation with EPNL; and
 - a) without EPNL incurring any additional cost over and above the agreed purchase price; and
 - b) without leaving EPNL in possession of Goods and/or resources that are more limited in use than those originally supplied.
- 18.3** Any intellectual property, proprietary materials, or work product developed as a direct result of the Services performed under the Agreement shall be the exclusive property of EPNL unless otherwise agreed in writing.
- 18.4** The Supplier grants EPNL a perpetual, irrevocable, worldwide, royalty-free license to use any pre-existing intellectual property incorporated into the Service Deliverables.
- 18.5** The Supplier shall not, without EPNL's prior written consent, use or reproduce any Service Deliverables for third parties.
- 18.6** The Supplier shall indemnify and hold EPNL harmless from and against any and all claims or penalties resulting from any infringement of rights held by a third party, and shall reimburse EPNL for any loss or damage resulting from such infringement.
- 18.7** If any third party holds EPNL liable for having infringed its rights and presents a prima facie case in support of its claim, EPNL shall be entitled, without prejudice to its other rights, to dissolve the Agreement in full or in part without court involvement by giving written notice of termination.

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CLAUSE 19

Spare Parts

- 19.1** The Supplier shall be obliged to hold spare parts, component parts, special tools and gauging devices in stock for such a period as is regarded as reasonable for the item in question in the relevant industry; this obligation shall apply equally to items no longer in production. EPNL shall be entitled to require that the Supplier inform EPNL as to when the production of a specific item will be terminated.
- 19.2** If the spare parts, component parts, special tools and gauging devices turn out to be no longer available upon the time they are requested, the Supplier shall provide to EPNL such spare parts, component parts, special tools or gauging devices of equivalent quality.

CLAUSE 20

Assignment

- 20.1** The Supplier may not assign in whole or in part any of its rights or obligations under the Agreement without EPNL's prior written consent.
- 20.2** Any consent given by EPNL under the terms of this Clause 21 shall not release the Supplier from its responsibility and liability for the conduct of its sub-suppliers.
- 20.3** EPNL may assign its rights and obligations under the Agreement, for which the Supplier hereby beforehand and irrevocably grants its consent and cooperation in accordance with article 6:159 of the Dutch Civil Code, to any of its subsidiary companies, as defined in Section art. 2:24a-c of the Dutch Civil Code.
- 20.4** EPNL may assign its obligations under the Agreement to third parties if it has obtained the Supplier's prior consent thereto. The Supplier shall not withhold its consent on unreasonable grounds.

CLAUSE 21

Liability

- 21.1** The Supplier shall be liable for all damages resulting from breach of contractual obligations or non-compliance with laws and regulations, except in cases of force majeure as defined in Clause 23.

- 21.2** The Supplier shall indemnify and hold EPNL harmless from and against all third party claims for compensation of any loss or damage as a result of or in connection with either the Supplier's performance of the Agreement for Services or the Goods supplied by the Supplier. For the purpose of this Clause 21.2, persons employed by or working for EPNL shall also be considered to be third parties.

CLAUSE 22

Subcontracting

- 22.1** The Supplier may not subcontract any third party to perform all or part of its obligations under the Agreement without EPNL's prior written consent. EPNL shall have the right to attach conditions to any such consent.
- 22.2** If the Supplier subcontracts all or part of its obligations under the Agreement to any third party with EPNL's consent, the Supplier shall ensure that the provisions of the Agreement remain effective, where possible, under the agreement between the Supplier and the said third party.
- 22.3** Any consent given by EPNL under this Clause shall not in any way affect the Supplier's liability and responsibility for the conduct and actions of its subcontractors and sub-suppliers.

CLAUSE 23

Force Majeure

- 23.1** The following events shall never be deemed force majeure (niet toerekenbare tekortkoming) as defined in article 6:75 of the Dutch Civil Code: any staff shortage, strikes or absenteeism due to illness within the Supplier's business, late supplies or unfitness of materials, a breach of contract or an event of force majeure on the part of the Supplier's sub-suppliers and/or cash flow or solvency problems on the Supplier's part.

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CLAUSE 24

Termination of the Agreement

24.1 EPNL may terminate the Agreement prematurely for convenience by giving the Supplier written notice of termination. The Supplier shall immediately cease performance of the Agreement upon receipt of any such written notice. EPNL and the Supplier shall then discuss the consequences of termination based on the assumption that the Supplier is entitled to reasonable compensation, but not to compensation for loss of profit or production. The provisions of this Clause 24.1 shall not apply to the situations referred to in Clause 24.2.

24.2 If the Supplier of Goods or Services defaults on its obligations under the Agreement or fails to meet the agreed performance or quality standards of a Service, if the Supplier is wound up, files a request for bankruptcy (faillissement), is declared bankrupt or is granted a suspension of payments (surséance van betaling), if the Supplier's business is sold, closed down, liquidated, if there is any material change in the direct or indirect ownership in the share capital of the Supplier or any other change of control regarding the Supplier, or if the Supplier's business is the subject of any similar event under applicable laws, the Supplier shall be in default by operation of law and EPNL shall be entitled:

- a) to unilaterally terminate the Agreement in whole or in part by giving the Supplier written notice of termination;
- b) to defer payment as referred to in Article 37 of the Dutch Bankruptcy Act ('Faillissementswet');
- c) to engage the services of one or more third parties to perform the Agreement in whole or in part at the Supplier's risk and expense, all of this without EPNL being liable to make any reparation to the Supplier, and without prejudice to any of EPNL's other rights, including the right to claim full compensation.

24.3 If the Agreement is terminated pursuant to Clause 24.2, the Supplier shall refund the payments already made by EPNL, plus legal interest on any such payments as from the date of payment. If the Agreement is terminated in part only, the refund obligation shall apply exclusively to the payments relating to the part terminated.

24.4 All claims which EPNL may have against the Supplier shall be payable immediately and in full if any of the events referred to in Clause 24.2 occurs.

24.5 Upon termination of Services, the Supplier shall ensure a seamless transition by handing over all outstanding work, documentation, and intellectual property for the Services.

24.6 Clauses 24.2, 24.3, 24.4 and 24.5 shall apply equally if the Supplier alleges that it is not at fault or in breach for the event of default.

CLAUSE 25

Insurance

25.1 The Supplier shall take out proper insurance to cover its liability and the risks under the Agreement, including the risks referred to in Clause 21. To this end, the Supplier shall at least take out and maintain adequate insurance for the risks of:

- a) any third-party liability; and
- b) its liability for professional mistakes.

25.2 In this context, professional mistakes shall be understood to mean each and every failure (including errors, omissions, any negligence or carelessness, incorrect advice etc.) which a skilled and prudent supplier, its personnel and sub suppliers should avoid in the given circumstances having observed all due care and having performed their professional duties in a skilled and normal fashion.

25.3 On EPNL's request, the Supplier shall make available for inspection any insurance policy which the Supplier must have in place according to the Agreement.

25.4 If the Supplier can make a claim under the terms of an insurance policy when becoming liable to EPNL in any way, the Supplier shall ensure that payment is made directly to EPNL, to which end EPNL may require the Supplier at EPNL's sole discretion either:

- to name EPNL as the beneficiary when closing the insurance contract; or
- to assign any insurance claim to EPNL.

In both situations the Supplier shall authorize EPNL irrevocably to receive the insurance payments.

25.5 Taking out an insurance policy shall in no way limit the Supplier's liability.

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CLAUSE 26

Cyber Security and Protection of Personal Data

- 26.1** The Supplier shall comply with all applicable laws and regulations concerning the (processing of) personal data, including but not limited to the General Data Protection Regulation (Regulation (EU) 2016/679, "GDPR" or "AVG") and the Dutch GDPR Implementation Act ("UAVG"). If and to the extent that the Supplier qualifies as a "processor" within the meaning of the GDPR and UAVG, the Supplier and EPNL shall enter into a data processing agreement ("verwerkersovereenkomst") in accordance with Article 28 GDPR.
- 26.2** The Supplier confirms and warrants that it, and any third parties engaged by it, have implemented and shall maintain an information security regime that:
- complies with applicable data protection and cybersecurity legislation;
 - ensures appropriate technical and organizational measures to safeguard the confidentiality, integrity, and availability of information, including personal data;
 - includes internal procedures for timely identification, escalation, and resolution of security incidents, including those relevant under the GDPR and UAVG; and
 - is aligned with ISO/IEC 27001 or an equivalent cybersecurity framework.
- 26.3** In accordance with Clause 23 and EPNL's IT Supplier standards, the Supplier shall:
- implement and regularly review appropriate Cyber Security measures to protect its own and EPNL's digital environments against Cyber Security Incidents;
 - maintain effective incident response plans to allow timely containment, mitigation, and resolution of such incidents;
 - use reasonable endeavours to ensure that any third-party engaged by the Supplier also complies with the requirements under this Clause;
 - promptly, and in any event within twelve (12) hours after becoming aware of a Cyber Security Incident that affects or may affect EPNL systems or data, notify EPNL thereof and provide contact details and all relevant information to assist in mitigation. The Supplier shall continue to share additional relevant information as it becomes available; and
 - submit to EPNL, following each review of its Cyber Security measures, a written summary of the outcomes of such review, including any findings, risks, or actions identified. This obligation shall apply at least annually or upon material changes to the Supplier's IT environment, to ensure EPNL has adequate oversight without needing to proactively request such information.

- 26.4** EPNL shall have the right to perform, or have performed by a third party, an audit of the Supplier's information security framework and relevant third-party agreements (excluding confidential or business-sensitive information), in order to verify compliance with this Clause, Clause 23, and EPNL's IT Supplier Checklist requirements.
- 26.5** The Supplier's liability for any breach or series of breaches of this Clause shall be limited to EUR 100,000 if left blank), except in cases of gross negligence or willful misconduct, for which no such limitation shall apply.
- 26.6** As part of compliance with this Clause and Clause 23, the Supplier shall complete the IT Supplier Checklist provided by EPNL. This checklist is an integral part of the procurement process and is intended to assess the Supplier's maturity in information security, data protection, and IT risk management. The completed checklist shall be submitted prior to contract signature or within a mutually agreed timeframe. EPNL reserves the right to periodically review the checklist and request further clarification or additional measures if deemed necessary.

CLAUSE 27

Applicable Rules; Access to Premises and Buildings

- 27.1** The Supplier shall duly observe all company site conditions (including safety rules) that are in force at EPNL, as well as all such other regulations and house rules as may be applicable to the Supplier. EPNL shall provide the Supplier with copies of such rules on request.
- 27.2** EPNL may deny the Supplier's personnel access to EPNL's premises and/or buildings, or the relevant working space, or may ask the Supplier to remove such persons without delay from any of the said locations, if such persons:
- are in EPNL's opinion not equipped to perform their duties; or
 - misbehave themselves in such a way that, in EPNL's opinion, their continued presence on the premises or in the buildings in question clearly cannot be tolerated; or
 - otherwise act in violation of any obligation under the Agreement.
- 27.3** The Supplier shall, on EPNL's first request, assign substitute personnel.
- 27.4** If EPNL's business operations so require, the Supplier shall at EPNL's first request interrupt any works and/or services performed by its personnel, or arrange for any such interruption.

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CLAUSE 28

Storage and Site Huts

28.1 The storage of materials by or on behalf of the Supplier on premises or in a building owned by EPNL shall only be permitted with the written consent of EPNL, who shall also designate the storage location. A similar restriction shall apply to the positioning of site huts, sanitary huts, and the like. All costs associated with the provision and use of amenities for the huts, such as power, water, telephone services and the like shall be met by the Supplier.

28.2 The storage of materials by or on behalf of the Supplier on premises or in a building owned by EPNL shall be at the Supplier's risk. The Supplier shall maintain proper insurance of the material during such storage.

CLAUSE 29

Tax Liability for Supplier Personnel

29.1 The Supplier shall fulfil all of its obligations in respect of payment of social security premiums and taxes, including wage tax and value added tax, in relation to its personnel and the Supplier's activities.

29.2 The Supplier shall indemnify and hold harmless EPNL from and against all claims, losses, damages, costs (including legal costs), expenses, penalties and liabilities resulting from the Supplier not meeting its obligations referred to in this Clause 30.

29.3 At EPNL's request, the Supplier shall produce evidence of payment of social security premiums, wage tax and value added tax in relation to its personnel and the Supplier's activities. This includes the obligation of the Supplier to obtain, upon EPNL's request, declarations of payment behaviour from the Tax Authorities and to provide these to EPNL.

29.4 In the event:

a) EPNL is hiring personnel from the Supplier or is determined to be a "self-constructor" ("Eigenbouwer") under Dutch tax chain liability ("Ketenaansprakelijkheid ex. art 35 Invorderingswet 1990") the following provisions shall apply for social security and wage tax purposes. EPNL shall be entitled to pay the amounts of social security premiums and wage tax into the Supplier's blocked accounts ("G-rekening") (or equal type of legislation in other countries). At EPNL's first request, the Supplier shall open such blocked accounts and shall provide EPNL with declarations from the Dutch Tax Authorities regarding its payment obligations towards the Dutch Tax Authorities;

b) EPNL is determined to be a "self-constructor" ("Eigenbouwer") according to Article 24b (3) of the Implementation Decree of the Dutch VAT Act 1968 ("Uitvoeringsbesluit omzetbelasting 1968") the following provisions shall apply for VAT purposes. The levying of Dutch VAT on the contract price and other sums required to be paid by EPNL to the Supplier in accordance with the provisions of the Agreement, will be shifted to EPNL on the basis of Article 12 c (4) of the Dutch VAT Act ("Wet op de omzetbelasting 1968");

c) EPNL is not determined to be a "self-constructor" ("Eigenbouwer") according to Article 24b (3) of the Implementation Decree of the Dutch VAT Act 1968 ("Uitvoeringsbesluit omzetbelasting 1968") the following provisions shall apply for VAT purposes. The levying of Dutch VAT on the contract price and other sums required to be paid by EPNL to the Supplier in accordance with the provisions of the Agreement, will be shifted to EPNL on the basis of Article 12 (3) of the Dutch VAT Act ("Wet op de omzetbelasting 1968"), provided that the Supplier is not established in the Netherlands and does not carry out the work under this Agreement via a permanent establishment for VAT purposes in the Netherlands. If the Supplier is established in the Netherlands or does carry out the work under this Agreement via a permanent establishment for VAT purposes in the Netherlands, the Supplier is required to charge EPNL Dutch VAT against the standard rate on the contract price and other sums required to be paid by EPNL to the Supplier in accordance with the provisions of the Agreement;

29.5 In any event, the Supplier indemnifies and holds harmless EPNL from, and for any and all claims made by the Dutch Tax Authorities and any other, losses, damages, costs (including legal costs), penalties expenses and liabilities resulting from or in respect of those claims, in the context of the Supplier's liability under the Tax chain liability act ("Wet ketenaansprakelijkheid"), Foreign nationals (employment) act ("Wet arbeid vreemdelingen"), False employment relations Act ("Wet aanpak schijnconstructies") and the Identification Act ("Wet op de identificatieplicht").

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CLAUSE 30

Applicable Law and Dispute Resolution

- 30.1** The Agreement and any and all ensuing agreements shall be governed exclusively by the laws of the Netherlands. The United Nations Convention on the International Sale of Goods shall not apply to the Agreement.
- 30.2** Unless a rule of mandatory law prescribes otherwise, all disputes (including any such disputes as are considered to be a dispute by only one of the parties) arising from this Agreement or any ensuing agreement between the parties shall be settled by the competent court in the judicial district of Zeeland-West-Brabant.
- 30.2** In variation of Clause 31.2, EPNL may decide that a dispute will be decided by arbitration, in which case arbitration shall take place in accordance with the rules of the Dutch Arbitration Institute (Nederlands Arbitrage Instituut) in Rotterdam. The place of arbitration shall be Middelburg and the dispute shall be decided by 3 arbitrators.

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